

United Country Real Estate and Auction Services, LLC

740-965-1208 OR 330-696-3716

Seller: Trust of Chester R. Foust and Joy E. Foust dated August 11, 1993

Executor: Luther S. Foust

**TERMS AND CONDITIONS**

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells subject to trustee confirmation day of sale.

1. Buyer to pay a Ten percent (10%) NONREFUNDABLE down payment per tract purchased or for the whole upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before November 13th, 2020. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Seller will not pay CAUV recoupment on any tract. Survey: The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's discretion, combination purchases will receive a perimeter survey only. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$300.00 dollars, and deed preparation only. Closing and title commitment to be at Acquisition Title Agency Inc. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. As owner's title insurance is being provided, seller reserves the right to determine which form of deed (warranty, quit-claim, fiduciary etc) shall be used.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure, show them the property and attend the auction co-op commission is 2% No exceptions. If registered less, then 48 hours co-op commission is 1%.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders, including the amount necessary to "break" winning bids during the multi parcel portion of the auction. This is a multi-parcel auction with open bidding on any tract, combination of tracts, or the whole up until the seller or auctioneer determines it to be closed. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the down payment described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United County Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing except items owned by tenants.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. Announcements made day of sale shall take precedence over printed material.

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BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE